INDEPENDENT SCHOOL DISTRICT
NO. 4 OF SEQUOYAH COUNTY, OKLAHOMA
GANS PUBLIC SCHOOLS

BID PACKET

BID DOCUMENTS,

SPECIFICATIONS AND

DETAILS

For

PURCHASE AND INSTALLATION

OF A HEATING, VENTILATION

AND AIR CONDITIONING SYSTEM

DATE PUBLISHED Aug. 14, 2026

Closing Bid Date:…… Sept. 4, 2026

BID OPENING DATE..... Sept. 14, 2026

BID OPENING TIME..... 6:30 pm

THIS PROJECT IS SUBJECT TO A LOCAL BIDDER PREFERENCE LAW

BID PACKET

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SOLICITATION AND NOTICE FOR BIDS

INDEPENDENT SCHOOL DISTRICT NO. 4 OF SEQUOYAH COUNTY, OKLAHOMA, commonly known as Gans Public School, and hereinafter referred to as "Owner," will receive sealed bids in duplicate for the following project:

INSTALLATION OF A HEATING, VENTILATION AND AIR CONDITIONING (HVAC) SYSTEM TO ITS GYM/FIELD HOUSE

Complete bids for this project may be submitted no later than 10:00 a.m. on [Sept. 4, 2026] to the Office of the Superintendent of Schools of Gans Public Schools located at 204 N. Stacey Avenue in Gans, Oklahoma. Bids may also be submitted by mail to P.O. Box 70, Gans, OK 74936. Bids submitted by mail must indicate the envelope is a sealed bid.

The bidding process will be in compliance with the Oklahoma Public Competitive Bidding Act of 1974 ("the Act"). Bids must be accompanied by a bid security in the amount of 5% of the bid via cashier check, certified check, or surety bond. By this notice, all provisions of the Act apply to this project and are incorporated into notice by reference.

Upon receipt of an acceptable bid, the contract will be awarded within thirty days after the opening of bids and the written contract executed within sixty days thereafter.

The work must begin no earlier than [Sept. 15, 2026] and be completed by no later than [Dec. 31, 2026]. Attention is called to the fact that a designated completion date for this project site will be established based on the number of calendar days, as stated in the accepted bid, required to complete the Project work. There will be a $2,500 Liquidated Damages Clause for each day the contract is not completed. The scheduled completion date will be a very significant and material factor to the owner when selecting the lowest responsible bid. Each bidder must include (in the space provided on the bid form) the number of calendar days which the bidder will require to complete the specified Project.

Failure to comply with the above bid requirements will result in the return of unopened Bid Proposal. Bid Documents may be obtained from: www.gans.k12.ok.us.

Owner reserves the right to reject any or all bids and to waive informalities or minor irregularities in any bid. This project is subject to a local bidder preference law.

INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1 CONTRACT INSTRUCTIONS

The Owner's Construction Agreement shall apply to this Project and must be completed by the Bidder and signed and returned with the Bidder's Bid Packet.

2 BID FORM and BID PACKET INSTRUCTIONS

A. Bids shall be submitted on the Bid Form with all Bid Documents. All blanks must be completed. Bids made on a copy of the Bid Form are acceptable. Bids carrying riders, alterations or qualifications which modify the amount of the Bid or condition the Bid in any way may be rejected as irregular. In case of a difference between written words and figures in the Bid Form, the amount stated in written words shall govern.

Completed Bid Forms must be placed within a sealed outer envelope, labeled and completed as follows: **Bid Documents, Gans HVAC System, [Name of Bidder], [Address of Bidder], [Phone Number of Bidder]**

The sealed envelope must <u>also</u> include the following Bid Documents in the Bid Packet:

a. Bid Bond
b. Construction Agreement (filled in and signed)
c. Affidavits
    Form 1: Non-Collusion Affidavit
    Form 2: Business Relationships Affidavit
    Form 3: Statement of Compliance (Felony & Sex Offender)
    Form 4: Tobacco Free Affidavit
    Form 5: Drug- Free Affidavit
    Form 6: Non-Discrimination Affidavit
d. Contractor's Qualification Statement
e. Worker's Compensation Proof

B. Bid Bond: Each bid shall be accompanied by a Bid Bond pledging that the Bidder will enter into a Contract with the Owner on the terms stated in his Bid and will furnish a Statutory Bond, Warranty Bond, and Performance Bond prior to execution of the Contract as required for covering the faithful performance of the Contract and the payment of all obligations arising thereunder.

3 CONDITIONS RELATING TO CONSTRUCTION

A. Bidders are required to inform themselves fully of conditions relating to construction and labor under which the work will be performed. Contractor shall employ such methods and means in carrying out of this work as will not cause any interruption or interference with Owner's daily operations.

B. Examination of Premises: Before submitting proposal for this work, each bidder shall examine the premises, confirm all utility locations, sizes, pressures, etc., and satisfy himself as to existing conditions under which he will be obliged to operate.

4 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

A. Bidders shall promptly notify the Owner of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Requests for clarification or interpretation of the Bidding Documents shall be made in writing by email to: Regina Brannon; rbrannon@gans.k12.ok.us.

B. Interpretations, corrections or changes of the bidding documents will be made by the Owner's addendum only. Information transmitted in any other manner will not be binding and Bidders shall not rely upon its accuracy.

C. Addenda are written or graphic instruments issued by the Owner before the execution of the Contract which modify or interpret the bidding documents by addition, deletion, clarification or correction. Addenda will be issued to each Bidder who has received or requested a complete set of bidding documents. Each Bidder shall acknowledge receipt of addenda on the Bid Form.

D. The Owner will not be responsible for any verbal explanations or verbal interpretations of the Bidding Documents.

E. If documents illustrate scope of work in two different methods and no clarification is given to bidder, bidder is to price the higher of the two methods.

5 SUBSTITUTIONS

A. The materials, products and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

B. No substitution will be considered before receipt of Bids unless written request for approval has been received by the Owner at least ten days before the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other Work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the proposer. The Owner's decision of approval or disapproval of the proposed substitution shall be final.

6 ADDITIONAL INFORMATION FOR BIDDERS

A. Bonds: Before Owner's execution of the Contract, the Bidder to whom the Contract is awarded will be communicated to all prospective Bidders by issue of an addendum and shall be required to furnish the following bonds:

1. Performance Bond - 100% of Contract Amount
2. Statutory Bond - 100% of Contract Amount
3. Warranty Bond - 100% of Contract Amount

Bonds shall be executed on forms substantially identical to the form included in this Bid Packet.

B. Bids may be withdrawn in writing received from Bidders prior to the time fixed for opening. Negligence on the part of the Bidder in preparing the bid confers no right for the withdrawal of the bid after it has been opened.

7 ETHICS IN PUBLIC CONTRACTING

By submitting their bid, Bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged. A duplicate of the Invoice Affidavit/Non- Kickback form within this Bid Packet must be signed, notarized, and submitted with each and every invoice or copy of AIA Document G702, "Application and Certificate for Payment," that is presented to the Owner for payment.

8 NON-DISCRIMINATION

Bidders agree Bidders will not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. Bidders will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, age or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff-, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Bidders agree to post in conspicuous places, available to employees and applicants for employment, notices setting for the provisions of this non-discrimination clause.

9 BIDDER'S QUALIFICATIONS

Each prospective Bidder is required to submit a Contractor's Qualification Statement on the form provided within this Bid Packet. Submittal of an advertising brochure is not permitted. Such statement shall be notarized. A financial statement is not required

with the qualification statement; however, the apparent three lowest Bidders may be required to submit a notarized current statement within 72 hours after the bid opening.

At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the Bid Documents (including all addenda). The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his bid. By submitting a bid, the Bidder covenants and agrees that they are satisfied, from their own investigation of the conditions to be met, that they fully understand their obligation and that they will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

END OF SECTION

PROJECT SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. None.

1.2 PROJECT INFORMATION

A. Project Identification: Installation of HVAC System for Gans High School
B. Project Location: 204 N. Stacey Avenue, Gans, OK 74936
C. Owner: Gans Public Schools (Independent School District No. 4 of Sequoyah County, OK)

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. The Work of the Project ("Work") consists of the purchase and installation of dual-purpose HVAC sufficient to provide adequate heating and cooling to the school district's gymnasium. The square footage to be covered by the units is approximately [25,000] square feet. The space has never been serviced by HVAC units during its lifetime. The winning bidder will be expected to provide a recommendation for units sufficient to meet its needs, as well as install the units in a workman like manner, including the cleaning and removal of debris following completion.

B. Type of Contract
1. General Contractor to perform work with skilled trades employed as required.

1.4 ACCESS TO SITE

A. General: Contractor shall have full use of Project site for construction operations during construction period which shall begin no earlier than [Sept. 15, 2026] and completed no later than [Dec. 31, 2026]. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of Project.

1.5 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.
1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
2. Comply with limitations by Owner for use of site.

B. On-Site Work Hours: Limit work to normal business working hours of 7:00 a.m. to 7:00 p.m., Monday through Friday, with exceptions below:

1. Weekend Hours: As negotiated with Owner.
2. Early Morning Hours: As negotiated with Owner.
3. Hours for Utility Shutdowns: As negotiated with Owner.
4. Hours for noisy activities: As negotiated with Owner.
5. When building is in use with school activities.

C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
   1. Notify Owner not less than two working days in advance of proposed utility interruptions.
   2. Obtain Owner's written permission before proceeding with utility interruptions.

D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
   1. Notify Owner and Contractor not less than two working days in advance of proposed disruptive operations.
   2. Obtain Owner's written permission before proceeding with disruptive operations.

E. Nonsmoking Building: Smoking is not permitted within the building or on property.

F. Controlled Substances: Use of tobacco products and other controlled substances within the building or on property is not permitted.

G. Employee Identification: Provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.

H. Employee Screening: Comply with Owner's and Contractor's requirements regarding drug and background screening of Contractor personnel working on the Project site.
   1. Maintain list of approved screened personnel with Owner's Representative and Contractor.

1.6 WATER DAMAGE

Contractor will be responsible for any water damages incurred as a result of construction related leaks during the construction period.

1.7 PERMITS

Contractor to apply for, obtain, and pay for permits required to perform the Work. Submit copies to Owner.

1.8 CODES

Comply with all applicable codes and regulations of authorities having jurisdiction. Submit copies of inspection reports, notices and similar communications to Owner and Contractor.

1.9 SPECIFICATIONS

A. Correlation and Intent of the Contract Documents: The Contract Documents are complimentary, and what is required by one shall be as binding as if required by all.

B. Obligation of Bidder / Contractor: This Paragraph is in addition to Bidder Instructions, Technical Specifications and the Construction Agreement. At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and be thoroughly familiar with the Construction Documents, including but not limited to Technical Specifications, Pictures, Drawings, and all Addenda. The failure or omission of bidder / Contractor to examine any and all forms, instruments or documents shall in no way relieve and bidder / Contractor from any obligation required by the Documents or in respect to his bid. Failure to familiarize oneself fully of the conditions related to the Project and Documents will not relieve the successful bidder / Contractor of his obligation to furnish all material and labor necessary to carry out the Work. It is the responsibility of the Contractor to provide all materials, equipment and labor to provide a complete and working assembly or system even though some material or equipment may not be shown on the Drawings. By submitting his bid the Contractor acknowledges that adequate information has been provided for the successful completion of the Project. Should a bidder find discrepancies in or omissions from the Documents, or should he be in doubt as to their meaning, he should at once notify the Owner in writing, who will send written instructions to all bidders

END OF SUMMARY SECTION

CONSTRUCTION AGREEMENT

This Agreement is made, effective __, 2026, by and between **INDEPENDENT SCHOOL DISTRICT NO. 4 OF SEQUOYAH COUNTY, OKLAHOMA a/k/a Gans Public Schools** ("Owner"), and _____("Contractor").

RECITALS:

A. On [August, 14,2026] Owner invited bids for the repair of the property it owns located at 204 North Stacey Avenue in Gans, Oklahoma ("Property"). Specifically, Owner desires to have a HVAC system installed on the Property (the "Project").

B. Contractor, in response to the advertisement soliciting bids, submitted its bid to the Owner in the manner and at the time specified all in accordance with the terms of the Solicitation and Notice for Bids.

C. Owner has determined that the Contractor is the lowest responsible bidder for completion of the Project and has awarded to the Contractor a contract for performance of the Work.

THEREFORE, in consideration of the mutual covenants contained in this Agreement and other good and valuable consideration, the parties agree as follows:

1. Documents Comprising the Agreement. The Contract Documents consist of this Agreement, the Solicitation and Notice for Bids, Instructions to Bidders, Summary, Technical Specifications, Drawings, Contractor's completed Bid Form, Contractor's completed Bid Bond, Contractor's completed six affidavits, and Contractor's Qualification Statement ("Contract Documents"). The foregoing Contract Documents form the Agreement and are as fully a part of the Agreement as if attached hereto or repeated herein. This Agreement represents the entire integrated Agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

2. Work. Owner hereby engages and employs Contractor, as an independent contractor, to construct and complete the Project. Contractor accepts such employment and agrees to furnish, at its own cost and expense, all labor, tools, equipment and materials required to complete the Project as designated, described and required by the Contract Documents, except to the extent specifically indicated in the Contract Documents to be the responsibility of the Owner or others (the "Work"). All Work under this Agreement shall be done in a good and workmanlike manner in strict accordance with the Contract Documents and to the entire satisfaction of the Owner.

3. Date of Commencement and Substantial Completion. For purposes of this Agreement, Substantial Completion shall be defined as that date by which the Contractor has sufficiently completed the Work to be performed under this Agreement, such that the HVAC unit(s) are installed and operational leaving only minor defects and punch list items to be corrected or completed. The Work specified in this Agreement shall begin within ten (10) days after the receipt by the Contractor of the Owner's Notice to Proceed. The Contractor shall achieve Substantial

Completion of the entire Work within the number of days specified in Contractor's Bid but not later than [Dec. 31, 2026] (the "Contract Time"), subject to adjustments of this Contract Time as may be agreed by Owner and Contractor to recognize delays caused by inclement weather or other causes outside the reasonable control of the Contractor. Contractor shall promptly correct all defects in material and workmanship as directed by the Owner for a period of one year after Substantial Completion of the Work.

If the Contractor fails to achieve final completion within the time fixed thereof in the Certificate of Substantial Completion, the Contractor shall pay the Owner the sum of two thousand five hundred dollars ($2,500) per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Agreement.

4. Labor and Equipment. Contractor will provide, at Contractor's sole cost and expense, all labor, equipment, materials and supplies necessary for the proper execution of the Work.

5. Permits and Compliance with Laws. Contractor will secure, at Contractor's sole cost and expense, all permits, licenses, franchises and consents required by law or necessary to perform the Work under this Agreement and will give all notices and pay all fees and otherwise comply with all applicable federal, city, county and state laws, ordinances, rules and regulations pertaining to such Work, including, without limitation, rules and regulations of Gans Public Schools; of the Environmental Protection Agency; the United States Department of Transportation; the United States Department of Labor; the Oklahoma Department of Environmental Quality; and the Oklahoma Department of Labor. These requirements include, but are not limited to, completing any required waste manifests and shipment records required by such law and ensuring the appropriate transportation and disposal of regulated asbestos.

6. Cost of Work. The Owner shall pay the Contractor for the performance of the Work specified in this Agreement, and the Contractor shall accept as full payment for its performance of the Work, the sum of $_____ (the "Contract Sum") representing the Contractor's total bid.

7. Payment. The Owner shall pay the Contractor for the performance of the Work specified in this Agreement, and the Contractor shall accept as full payment for its performance of the Work, the Contract Sum representing the Contractor's total bid. The Owner shall make a single payment of the Contract Sum to the Contractor within thirty (30) days of full performance of the Agreement by the Contractor, except for Contractor's responsibility to correct nonconforming Work.

8. Compliance with Laws. Contractor agrees to furnish Owner with the following at Contractor's expense: (1) a performance bond in an amount equal to the Contract Sum; (2) a warranty or defect's bond in an amount equal to the Contract Sum for a period of one (1) year from the date of Substantial Completion of the Work; and (iii) the statutory payment bond, all as required by the Oklahoma Public Competitive Bidding Act of 1974, as amended (the "Act"). Contractor shall comply with all city, county, state and federal laws applicable to the completion of the Work called for under the Contract Documents including, without limitation, the mandatory requirements of the Act. Contractor shall furnish, at Contractor's sole cost and expense, all permits and inspections required by state or local law.

9. Indemnification of Owner. Contractor will indemnify Owner against any and all liabilities, suits, claims or causes of action, including enforcement actions of federal, state or local authorities arising out of or resulting, directly or indirectly, out of Contractor's performance of the Work. Contractor will defend all such actions at its own expense and will satisfy any judgment, penalties or fines rendered against Contractor or Owner in any such action or proceeding.

10. Insurance. Contractor shall carry, and require any other contractor or subcontractor to carry, the following insurance, properly extended to cover and protect Owner, with an insurance company or companies acceptable to Owner:

a) Workers' compensation insurance on all employees engaged in performance of the Work, covering all liability for worker's compensation under the laws of the State of Oklahoma.

b) Comprehensive automobile and general liability insurance covering personal injury or death and property damage with per person limits of not less than $2,000,000 and $100,000, respectively, i.e., per person minimum amounts of $2,000,000 with regard to personal injury/death, and $100,000 with regard to property damage.

c) Contractor waives all rights against Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the insurance maintained pursuant to the Agreement.

d) Contractor shall furnish Owner with a certificate of insurance at the time of execution of the Contract. The Certificate shall provide Owner as an additional insured and include a clause to require the insurer to notify the Owner thirty (30) days in advance of any cancellation or change in insurance contracts. Said insurance shall cover claims for such length of time as said claims are permitted by law. All policies must contain a waiver of subrogation in favor of Owner and its employees.

11. Changes in the Work. Owner may direct Contractor to make additions, deletions or other revisions to the Work. Any change in the scope of the Work or in the Contract Time shall be authorized by a written change order or change directive which shall describe, in detail, the addition, deletion or other revision and any increase or decrease in the Contract Sum or the

Contract Time. The Contractor shall make no additions, deletions or revisions to the Work except pursuant to a written change order or change directive executed by Owner.

12. Warranty. Contractor warrants that the Project will be free from defects in labor and workmanship for a period of one year following Substantial Completion and acceptance of the Project by the Owner (the "Warranty Period"). Contractor agrees to repair or replace, without charge to the Owner, any defects in materials or workmanship which occur in normal service during the Warranty Period.

13. Completion and Acceptance of the Work. Following Substantial Completion of the Work, Contractor and Owner shall make a joint inspection of the Project, noting any defects, deficiencies, omissions or other items in need of correction in a written "punch list." Contractor shall fully repair, replace, correct or complete all items shown on the punch list promptly as a condition for payment of the balance of the Contract Sum. Upon notice by the Contractor that the Project has been fully completed, Contractor and Owner shall make a final inspection of the Project. If the Project has been completed in a good and workmanlike manner, and in accordance with the Contract Documents, the Owner shall accept the Project and Contractor shall submit Contractor's final invoice to the Owner in the full amount of the Contract Sum. The Owner agrees to pay such invoice promptly and in accordance with its usual invoice payment procedures.

14. Contractor Default. If Contractor fails to complete the Work within the Contract Time, fails to pay any subcontractor or trade contractor for material or labor furnished on the Project, or shall otherwise breach any material covenant, obligation or provision of this Contract, Owner shall have the right to terminate this Contract upon seven days' written notice unless Contractor cures the default within the notice period.

15. Unforeseen Circumstances. The Contract Sum does not include any additional Work required by any concealed or unforeseen site conditions. If the Contractor discovers any concealed or unforeseen site conditions or any hazardous materials to be disposed of as a part of the Work, it shall immediately notify the Owner of same in writing, together with Contractor's good faith estimate of the additional cost, if any, to be incurred in connection with such Work. Contractor shall not incur, nor shall Contractor be reimbursed for any additional cost unless same has been approved by the Owner in writing.

16. No Waiver. The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but these shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

17. Attorneys Fees. In the event that any action is filed to enforce the terms of this Agreement, the prevailing party in the action shall recover, in addition to any other relief, a reasonable attorney's fee to be taxed as costs.

18. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

19. Modification of Agreement. Any modification of this Agreement or additional obligation assumed by either party in connection with this Agreement shall be binding only if placed in writing and signed by each party or an authorized representative of each party.

20. Assignment. This Agreement may not be assigned, nor shall Contractor subcontract any Work to be performed under this Agreement without the Owner's prior, written consent.

21. Time of the Essence. It is specifically declared and agreed that time is of the essence of this Agreement.

IN WITNESS WHEREOF, Owner and Contractor have made and executed this Agreement as of the date and year first above written.

INDEPENDENT SCHOOL DISTRICT NO. 4 OF SEQUOYAH COUNTY, OKLAHOMA

By: _____
President, Board of Education

"OWNER"

_____

_____

By: _____

Title: _____

"CONTRACTOR"

TECHNICAL SPECIFICATIONS

I. DESCRIPTION

A. Perform repair work in such manner as to eliminate hazards to persons and property; to minimize interference with use of adjacent areas, utilities and structures or interruption of use of such utilities; and to provide free passage to and from such adjacent areas of structures. Comply with requirements of Construction Agreement.

B. Provide safeguards, including warning signs, barricades, temporary fences, warning lights, and other similar items that are required for protection of all personnel during repair work.

C. Before beginning any repair work, the Contractor shall survey the site and examine the drawings and specifications to determine the extent of the work. The contractor shall take necessary precautions to avoid damages to existing items to remain in place, to be reused, or to remain the property any damaged items shall be repaired or replaced as approved by the Owner.

II. EXECUTION

A. Identify and install HVAC unit(s) to sufficiently heat and cool the Gans Public Schools gymnasium.

B. On completion of work of this section and after removal of all debris, leave site in clean condition as well as all debris and rubbish resulting from repair work.

END OF TECHNICAL SPECIFICATIONS

BID FORM

Date: _____, 2026

Gans Public Schools
RE: HVAC Installation
204 North Stacey Avenue
Gans, OK 74936

The undersigned, hereinafter referred to as the "Bidder," declares that before preparing this Bid that he/she visited the site, familiarized himself with all factors affecting the cost of the work and carefully examined the Bid Packet for **Repair Work for Gans Public Schools Building ("Project")** and, and being familiar with all of the work required at the project site, hereby proposes to furnish all labor, materials, tools, equipment, supplies and services to complete the Project within the time set forth in this Proposal for the price as herein stated. The base bid price indicated is to cover all expenses incurred in performing all of the work required under the Construction Agreement of which this Bid is a part.

Note: When submitting your bid, all blanks on this form must be filled in.

BIDDERS WILL NOTE THAT A BID *MUST BE MADE ON THIS FORM*. OTHER BIDS WILL NOT BE ACCEPTED. COMPLETE ALL BLANKS. ALL BID PRICES SHALL BE IN BOTH NUMERALS AND IN WORDS. BIDS SHALL BE ENCLOSED IN A SEALED ENVELOPE, MARKED ON THE OUTSIDE **Bid Documents, Gans Public Schools HVAC System, Name of Bidder, Address of Bidder, Phone Number of Bidder.**

Selection of the successful bidder will be based on the lowest responsible bid taking into consideration, among other factors, the number of calendar days bid to reach substantial completion of the Work. The Owner reserves the right to reject any or all bids and to waive informalities and minor irregularities in any bid.

BASE BID: Bidder hereby proposes to furnish all necessary labor, materials, tools and equipment, together with all other items of cost including insurance, and supervision, required for the work called for in the Bid Packet for the sum of:_____ _____Dollars ($_____)

Project can be started as early as _____will be completed within ____calendar days from notice to proceed, with an agreement that the Work may start no earlier than [DATE] and must be completed by no later than [DATE].

Bidder has included the following bid security and sworn and notarized bid affidavits. They are attached to this proposal:

1. Bid Bond: certified cashier's check or other approved security as listed in the "Solicitation and Notice for Bids" and "Instructions to Bidders," in the amount of

five percent (5%) of the bid. Bidder agrees the amount of five percent (5%) of the bid figure is the measure, or portion of the measure, of liquidated damages which the Owner will sustain by the failure of the Bidder to execute and deliver the above named Agreement, bonds, and insurance and that if the Bidder defaults in executing such Agreement within twenty (20) days of written notification of the award of the Contract to him, or defaults in furnishing the bonds and insurance within said twenty (20) days, the Bid Security, as set forth in Oklahoma State Statutes, Title 61, shall be due and payable to the Owner.

2. Construction Agreement

3. Affidavits (1 copy) each

    Form 1: Non-Collusion Affidavit

    Form 2: Business Relationships Affidavit

    Form 3: Statement of Compliance (Felony & Sex Offender)

    Form 4: Tobacco Free Affidavit

    Form 5: Drug- Free Affidavit

    Form 6: Non-Discrimination Affidavit

4. Contractor's qualification Statement

5. Proof of Worker’s Compensation Coverage

6. Proof of License

In submitting this Bid, the undersigned agrees that the Bid will not be withdrawn for a period of thirty (30) calendar days from the date hereof and it is understood that the right is reserved by the Owner to reject any and all Bids and to waive informalities and irregularities.

Respectfully submitted,

Seal

_____

Company/Bidder

_____

By Date

_____

Title Email

Physical Address

City, State, Zip Phone

ADDENDUM RECEIPT:

Bidder acknowledges receipt of the following addenda:

ADDENDUM NO.__dated _____

ADDENDUM NO.__dated _____

ADDENDUM NO.__dated _____

ADDENDUM NO.__dated _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned (1) _____

_____

as Principal, and (2) _____

as Surety, are hereby held and firmly bound unto (3) Independent School District No. 4 of Sequoyah County, Oklahoma as Owner, in the penal sum of (4) _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed this ___ day of _____, 20___.

The condition of the above obligation is such that whereas the Principal has submitted to (3) Independent School District No. 4 of Sequoyah County, Oklahoma a certain Bid, attached hereto and hereby made a part hereof into a Contract in writing, for the (5) purchase and installation of a HVAC system for Owner's gymnasium.

NOW, THEREFORE,

(1) If said Bid shall be rejected, or in the alternate, or

(2) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed and in accordance with said Bid) and shall furnish a bond for this faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of any such extension.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their proper officers, the day and year first set forth above.

_____

Principal

(Seal)

_____

Surety

LEGEND

(1) Name of Contractor
(2) Name of Surety
(3) Corporate name of Owner
(4) 5% Bid Amount
(5) Clear, Concise Description

Form 1: NONCOLLUSION AFFIDAVIT*

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any state official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

_____
Affiant

Subscribed and sworn to before me this ____ day of _____ 20 ___.

_____ [SEAL]
Notary Public

My commission expires:

Form 2: BUSINESS RELATIONSHIP AFFIDAVIT*

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party of the project is a follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state).

_____
Affiant

Subscribed and sworn to me this ___ Day of _____, 20___.

_____ [SEAL]
Notary Public

My commission expires:

Form 3: STATEMENT OF COMPLIANCE*

Regarding Prohibition of Felony & Sex Offenders on School Premises

According to state law, a person or business contracting for services with a school or school district must sign a statement declaring that no employee working on school premises under the authority of such person or business is in violation of the provisions of this law. This statement of compliance must be signed and returned before payment(s) can be made. The undersigned person, of lawful age, states that this law will be observed.

No person or business having a contract with a school district for services to be performed during normal school hours shall allow any employee to work on school premises if such employee is convicted in this state, the United States, or another state of:

1. Any sex offense subject to the Sex Offenders Registration Act in this state or subject to another state's or the Federal Sex Offender Registration provisions; or
2. Any felony offense except as provided in subsection C of this section or when ten (10) years has elapsed since the date of the criminal conviction or the employee has received a presidential or gubernatorial pardon for the criminal offense.

Every person or business having a contract for services with a school district where such services are to be performed on the school premises during normal school hours shall be required to sign a statement declaring that no employee working on school premises under the authority of such person or business is in violation of the provisions of this section.

The provisions of this section shall not apply to volunteers, persons performing community service hours under court order or persons performing services under a supervised work release program. Provided, however, persons performing community service hours or services under work release shall not be allowed to work on school premises at any time after having been convicted of any offense stated in paragraph 1 of subsection A of this section (70 O.S. Sec. 6-101.48).

It is unlawful for any person registered pursuant to the Sex Offenders Registration Act to work or provide services to children or to work on school premises, or for a person or business who offers or provides services to children or contract work to be performed on school premises to knowingly and willfully allow any employee to work with children or to work on school premises who is registered pursuant to the Sex Offenders Registration Act. Upon conviction for any of the provisions of this subsection, the violator shall be guilty of a misdemeanor punishable by a fine not to exceed One Thousand Dollars ($1,000.00). In addition, the violator may be liable for civil damages (57 O.S. Sec. 589),

SIGNATURES ON FOLLOWING PAGE

VENDOR NAME (type or print): _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

FEDERAL ID# OR SOCIAL SEC.: _____

Form 5: DRUG-FREE AFFIDAVIT*

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first duly sworn, on oath says that I am the agent authorized by Contractor to submit the attached Drug-Free Affidavit to the Board of Education, in the District as stated below, and the County as stated below, in the State of Oklahoma. Affiant further states the following:

1. No employee working on premises under the authority of the contractor will be permitted to use a controlled substance at any time. The Contractor, sub-contractors and suppliers, their agents or employees and any other persons performing any work on behalf of the Contractor, will not be permitted to use a controlled substance at any time.

2. Contractor agrees to prominently display a notice stating that school property is a drug-free site and that all persons entering school property are subject to random drug testing.

3. Contractor agrees to publish a statement notifying Contractor employees, sub-contractors and suppliers and their agents or employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition. Contractor agrees to provide all employees engaged in performance of the contract with a copy of the statement.

_____
Affiant

Subscribed and sworn to me this ____ Day of _____, 20___.

_____ [SEAL]
Notary Public

My commission expires:

CONTRACTOR QUALIFICATION STATEMENT*

Failure to submit will disqualify the bid. All questions must be answered, the data must be clear and comprehensive, and must be signed and notarized.

1. Name of Bidder: _____
2. Permanent Main Office Address: _____

   _____
3. When organized: _____
4. If incorporated, when and where:_____
5. How many years have you been engaged in the contracting business under your present firm or trading name? _____
6. List any previous projects you have performed for Gans Public Schools

   _____
7. List 5 projects of similar size work, references with telephone numbers, cost of project and year completed: _

(1) **Project**:_____ Year:_____ Cost: $_____

Reference:_____ Phone:_____

(2) **Project**:_____ Year:_____ Cost: $_____

Reference:_____ Phone:_____

(3) **Project**:_____ Year:_____ Cost: $_____

Reference:_____ Phone:_____

(4) **Project**:_____ Year:_____ Cost: $_____

Reference:_____ Phone:_____

(5) **Project**:_____ Year:_____ Cost: $_____

Reference:_____ Phone:_____

8. Have you ever failed to complete any work awarded to you? Please explain.

9. State the number of employees your company has (total):_____

10. Financial Information:

    a. State the name of the bank with whom you do your principal business, as well as its address and telephone number.

    b. State 5 trade references with whom you do business (name, address, phone number):

_____

Authorized Representative

STATUTORY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned (1) _____

_____

as Principal, and (2) _____, a (3) _____ as Surety, authorized to transact business in the State of Oklahoma, and held and firmly bound unto Independent School District No. 4 of Sequoyah County, Oklahoma, in the penal sum of _____Dollars($_____) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____, 20 ___.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with (4) Independent School District No. 4 of Sequoyah County, Oklahoma, dated the _____ day of _____, 20 ___, for (5) purchase and installation of a HVAC system for Owner's gymnasium all in compliance with the Drawings and Specifications therefore, made a part of said Contract and on file in the office of (6) the superintendent of schools for Gans Public Schools, 204 North Stacey Avenue in Gans, Oklahoma.

NOW, THEREFORE, if said Principal shall fail or neglect to pay all indebtedness incurred by said Principal or Subcontractors of said Principal who perform work in the performance of such Contract, for labor and materials and repairs to and parts for equipment used and consumed in the performance of said Contract within thirty (30) days after the same becomes due and payable, the person, firm or corporation entitled thereto may sue and recover this Bond, the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further and expressly agreed and understood by the parties hereto that no obligation shall exist or be made for notification to said sureties regarding the before mentioned changes, alterations, deviations or procedures.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by it Attorney-In Fact, duly authorized so to do, the day and year first above written.

ATTEST:

_____

Principal

_____

Title

_____

Surety

_____

Attorney-In-Fact

LEGEND

(1) Contractor
(2) Name of Surety
(3) Corporation, partnership or Individual
(4) Owner
(5) Description of work
(6) Name and Address of Owner

WARRANTY BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned (1) _____

_____

as Principal, and (2) _____, a (3) _____
as Surety, authorized to transact business in the State of Oklahoma, and held and firmly bound unto Independent School District No. 4 of Sequoyah County, Oklahoma, in the penal sum of _____Dollars ($_____) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____, 20 ___.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with (4) Independent School District No. 4 of Sequoyah County, Oklahoma, dated the _____ day of _____, 20 ___, for (5) purchase and installation of a HVAC system for Owner's gymnasium all in compliance with the Drawings and Specifications therefore, made a part of said Contract and on file in the office of (6) the superintendent of schools for Gans Public Schools, 204 North Stacey Avenue in Gans, Oklahoma.

NOW, THEREFORE, if said Principal shall pay or cause to be paid to (4) Independent School District No. 4 of Sequoyah County, Oklahoma all damage, loss, and expense which may result by reason of defective materials and/or workmanship in connection with said work, occurring within a period of one (1) year from and after acceptance of said project by (4) Independent School District No. 4 of Sequoyah County, Oklahoma and if Principal shall pay or cause to be paid all labor and materials, including the prime contractor and all subcontractors; and if Principal shall save and hold (4) Independent School District No. 4 of Sequoyah County, Oklahoma harmless from all damages, loss, and expense occasioned by or resulting from any failure whatsoever of said Principal, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further and expressly agreed and understood by the parties hereto that no obligation shall exist or be made for notification to said sureties regarding the before mentioned changes, alterations, deviations or procedures.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by it Attorney-In Fact, duly authorized so to do, the day and year first above written.

ATTEST:

_____

Principal

_____

Title

_____

Surety

_____

Attorney-In-Fact

LEGEND

(1) Contractor
(2) Name of Surety
(3) Corporation, partnership or Individual
(4) Owner
(5) Description of work
(6) Name and Address of Owner

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned (1) _____

_____

as Principal, and (2) _____, a (3) _____
as Surety, authorized to transact business in the State of Oklahoma, and held and firmly bound unto Independent School District No. 4 of Sequoyah County, Oklahoma, in the penal sum of _____Dollars ($_____) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, executors, administrators, trustees, successors, and assigns, jointly and severally, firmly by these presents.

DATED this _____ day of _____, 20 ___.

The condition of this obligation is such that:

WHEREAS, said Principal entered into a written Contract with (4) Independent School District No. 4 of Sequoyah County, Oklahoma, dated the _____ day of _____, 20 ___, for (5) purchase and installation of a HVAC system for Owner's gymnasium all in compliance with the Drawings and Specifications therefore, made a part of said Contract and on file in the office of (6) the superintendent of schools for Gans Public Schools, 204 North Stacey Avenue in Gans, Oklahoma.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly, and faithfully perform and abide by said Contract and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract and said Specifications, and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said (4) Independent School District No. 4 of Sequoyah County, Oklahoma from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, or employees in the construction of said work, or by or in consequence of Any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents, servants, or employees, and if said Principal shall protect and save (4) Independent School District No. 4 of Sequoyah County, Oklahoma harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed and understood by the parties hereto that no obligation shall exist or be made for notification to said sureties regarding the before mentioned changes, alterations, deviations or procedures.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its Attorney-In-Fact, duly authorized so to do, the day and year first above written.

ATTEST:

_____

Principal

_____

Title

_____

Surety

_____

Attorney-In-Fact

LEGEND

(1) Contractor
(2) Name of Surety
(3) Corporation, partnership or Individual
(4) Owner
(5) Description of work
(6) Name and Address of Owner

INVOICE AFFIDAVIT/NON-KICKBACK STATEMENT

STATE OF _____)

COUNTY OF _____)

The undersigned _____, of lawful age, being first duly sworn, on oath states: that this invoice or claim is true and correct; the work, services, or materials as shown by this invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the claimant: that claimant has made no payment directly or indirectly to any elected official, officer, or employee of the Owner, Independent School District No. 4 of Sequoyah County, OK ("Gans Public Schools") of money or other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is required.

_____
Affiant

Subscribed and sworn to me this ____ Day of _____, 20___.

_____ [SEAL]
Notary Public

My commission expires:

ACCORDING TO OKLAHOMA STATE LAW, ALL INVOICES OF $2,000 OR MORE FROM AN ARCHITECT, CONTRACTOR, ENGINEER, OR SUPPLIER OF MATERIAL MUST HAVE THE ABOVE AFFIDAVIT SIGNED, NOTARIZED AND RETURNED BEFORE PAYMENT CAN BE PROCESSED

END OF SECTION

[END OF BID PACKET]